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**Negligence—Servant's Action against Contractor and Sub-Contractor—Recovery of Judgment In Action against One a Bar to Subsequent Action against the Other—Several Tort Feasors—Rights.**—Longmore *v.* McArthur. Mathers, C. J., May 4, 1910. A workman injured in consequence of negligence of the sub-contractor by whom he was employed has the same rights against the principal contractor as he has against the sub-contractor, and he may sue either or both. Dalton *v.* Angus, 6 A. C., per Lord Blackburn, at p. 829, and Penny *v.* Wimbledon (1898), 2 Q. B. 212 (1899), 2 Q. B. 72, followed.

But, if the workman chooses to bring his action against the subcontractor alone, the recovery of judgment in such action is a bar to a subsequent action against the contractor for the same cause of action. Brinsmead *v.* Harrison, L. R. 7 C. P., at 547, and Pollock on Torts, p. 199, followed.—Canada Law Journal.

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**Principal and Agent—Revocation of Agency—Work Done before Revocation—Commission on Sale of Land—Quantum Meruit—Distinction between Power to Revoke Authority and Right to Do So.**—Aldons *v.* Swanson. Metcalfe, J., April 29, 1910. An agent who has been given the exclusive sale of real estate for a limited period on terms of being paid a commission in case of sale, is entitled to substantial damages upon revocation of his authority, if he has, within the time limited, found a purchaser for the property as the result of special efforts and the expenditure of money in advertising and otherwise which the principal knew or had reason to believe the agent would make and incur to find a purchaser.

Prickett *v.* Badger, 1 C. B. N. S. 296, and Rowan *v.* Hull, 2 A. & E. Ann. Cas. 884, followed; Simpson *v.* Lamb, 17 C. B. 603; Topin *v.* Healy, 11 W. R. 466, and Houghton *v.* Ogar, 1 T. L. R. 653, distinguished.

Although the principal may have power to revoke the authority given to the agent, he has not always the right to do so without liability for damages.—Canada Law Journal.

Unhappily this same minority ruling obtains in Virginia. Petticolas *v.* Richmond, 95 Va. 456, following this English precedent of Brinsmead *v.* Harrison, *supra*. An effort was made to change the rule by statute, but the bill died in the committee room.

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**Criminal Law—Evidence of Accomplice—Corroboration.**—Rex *v.* Frank. Full Court. May 12, 1910. The accused was tried, on the charge of unlawfully conspiring with one Morden to defraud the Hamilton Steel and Iron Company by falsely increasing the weight of scrap-iron sold by the accused to the company. The case stated that the principal evidence against the accused was given by Morden, that the learned judge believed his evidence, and was of opinion